

CAUSE NO. 471-03373-2026

IN THE MATTER OF:	§	IN THE DISTRICT COURT OF
	§	
THE STATE OF TEXAS,	§	
<i>Petitioner,</i>	§	
	§	
and	§	COLLIN COUNTY, TEXAS
Albertsons Safeway LLC	§	
<i>Respondent.</i>	§	
	§	_____ JUDICIAL DISTRICT

ASSURANCE OF VOLUNTARY COMPLIANCE

1. The State of Texas (the “State”) and Albertsons Safeway LLC, the ultimate parent company of Randall’s Food Market’s Inc., Albertson’s LLC, Safeway Inc., and United Supermarkets, L.L.C. (hereinafter referred to as “Albertsons”) (collectively, the “Parties”), submit this Assurance of Voluntary Compliance (“Assurance”) for the Court’s approval and entry in accordance with the requirements of Texas Business and Commerce Code, Chapter 17, Deceptive Trade Practices– Act (“DTPA”).

BACKGROUND

2. Albertsons subsidiaries operate multiple grocery chains in the State of Texas, including Randall’s, Albertson’s, and Tom Thumb.

3. Albertsons currently uses ProduceMaxx, an Environmental Protection Agency (“EPA”) approved synthetic antimicrobial pesticide to both “crisp”¹ and mist its USDA certified organic produce.

¹ See *Guide for Washing and Crisping Whole Raw Fruits and Vegetables and Food Establishments*, Bay State Public Health Training Hub, https://baystatehub.com/wp-content/uploads/2024/06/20240312044952164_CFP_guideforwashingandcrispingwholerawfruitsandvegetablespdf document_v102521002_2021.pdf. (“Crisping is the process of rehydrating produce [] for the primary purpose of maintaining quality and appearance.”) (last visited February 23, 2006).

4. ProduceMaxx' active ingredient, Hypochlorous Acid ("HOCl"), is an oxyacid of Chlorine² that contains 6000 ppm Free Chlorine when undiluted.³ It allegedly reduces "cross-contamination of pathogens and spoilage organisms,"⁴ thereby extending produce shelf life.

5. Produce treated with Chlorine materials, including ProduceMaxx, can only be labelled Department of Agriculture ("USDA") certified "organic," if (1) the amount of Chlorine present is **below 4 parts per million ("ppm")**—the maximum residual limit under the Safe Drinking Water Act ("SDWA")—**or** (2) produce treated with Chlorine materials, including ProduceMaxx, **must undergo a potable water rinse before consumption.**⁵

6. Albertsons does not notify consumers that it treats its organic produce with ProduceMaxx, nor does it advise consumers that a potable water rinse must be completed on organic produce prior to consumption to be considered "USDA organic."

7. Given this voluntary commitment by Albertsons, the Parties have agreed that the Civil Investigative Demand issued by the State on or about December 2, 2025, regarding Albertsons use of ProduceMaxx on organic produce is no longer needed and shall be resolved by this Assurance.

STIPULATIONS

8. This Assurance is being entered into by the Parties for the sole purpose of compromising disputed claims without the necessity of protracted and expensive litigation.

² See <https://www.ams.usda.gov/sites/default/files/media/Hypochlorous%20Acid%20TR%2008%2013%2015.pdf>, last visited February 20, 2026.

³ See https://www3.epa.gov/pesticides/chem_search/pppls/046597-00004-20240103.pdf, last visited February 27, 2026.

⁴ See <https://chemstarcorp.com/produce/>, last visited February 27, 2026.

⁵ See 7 CFR § 205.605(b)(12); <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-I/subchapter-M/part-205/subpart-G>, last visited February 23, 2026.

9. The State and Albertsons agree to the terms of this Assurance, and the Parties are fully authorized to sign and enter into this Assurance.
10. This Court has jurisdiction over the subject matter and the Parties in this matter.
11. This Assurance is non-appealable.
12. Albertsons acknowledges receipt of this Assurance and has full and actual notice of its terms.

DEFINITIONS

13. **“ProduceMaxx”** is an Environmental Protection Agency (“EPA”) approved synthetic antimicrobial pesticide with the active ingredient Hypochlorous Acid (“HOCl”)—an oxyacid of Chlorine.
14. **“Synthetic Antimicrobial Pesticide”** is a man-made substance or mixture of substances used to kill or inhibit microorganisms such as bacteria, fungi, and viruses. Synthetic Antimicrobial Pesticides can be formulated as spray, liquid, powder, or gas.

PARTIES

15. Petitioner is the State of Texas, acting by and through the Consumer Protection Division of the Office of the Attorney General, as authorized by the DTPA. Tex. Bus. & Com. Code §17.41, *et seq.*
16. Respondent is Albertsons Safeway LLC, the parent company of multiple U.S.-based grocery chains, whose principal place of business is 250 E Parkcenter Blvd., Boise, Idaho 83706. For purposes of this Assurance, “Albertsons” refers to any banner or store owned by Albertsons Safeway LLC and operating in the state of Texas now or in the future.

ALLEGATIONS OF THE STATE OF TEXAS

17. On December 2, 2025, the State issued a Civil Investigative Demand pursuant to section 17.61 of the DTPA, related to actual or possible violations of DTPA sections 17.46(a) and 17.46(b), concerning deceptive actions regarding use of synthetic antimicrobial pesticides.

18. Albertsons responded to the Civil Investigative Demand.

RESPONDENT'S RESPONSE

19. Albertsons denies any wrongdoing or liability and alleges that it has not engaged in any conduct that violated Texas law, including the DTPA.

20. Albertsons denies all allegations, both expressed and implied, herewith and within the Civil Investigative Demand.

22. Albertsons affirms the quality and safety of all its products and alleges that its use of ProduceMaxx complies with all relevant regulatory standards.

RESPONDENT'S ASSURANCES

23. Albertsons now voluntarily assures the State that within ninety (90) days of this Assurance, it will cease use of ProduceMaxx or any other synthetic antimicrobial pesticide on its organic produce via misting in the State of Texas.

24. Albertsons further assures the State that within ninety (90) days of this Assurance, it will update its internal policies and procedures requiring completion of a potable water rinse on all organic produce after crisping with ProduceMaxx, in compliance with the USDA National Organic Program and applicable federal regulations.

24. This Assurance shall not terminate unless agreed upon by the parties.

RELEASE

25. This Assurance constitutes a complete settlement and release by the State of all claims that the State could have brought against Respondent based on the facts alleged herein and detailed in the Civil Investigative Demand.

GENERAL PROVISIONS

26. **Court Approval:** Albertsons and the State agree that the Attorney General will submit this Assurance to a district court of competent jurisdiction in Collin County and request that the court approve this Assurance, pursuant to the terms set forth herein and DTPA § 17.58.

27. **No Private Right of Action:** Nothing in this Assurance shall create any private rights, causes of action, or remedies against Albertson's or the State. Nothing in the Assurance shall be construed as a waiver of any private rights, causes of action, or remedies of any person against Albertson's with respect to the practices or conduct described herein. Nothing in this Assurance shall diminish or waive any defense available to Albertson's should any private right, cause of action, or remedy be brought against Albertson's.

28. **Past and Future Practices:** Nothing herein constitutes approval or acquiescence by the State of Albertson's past practices, current efforts to reform their practices, or any future practices which Albertsons may adopt or consider adopting. The State's decision to enter into this Assurance does not constitute approval or imply authorization for any past, present, or future business practice.

29. **Preservation of Future Enforcement Action:** Albertsons and the State agree that nothing in this Assurance shall be construed to affect any action or proceeding by any regulatory body or State agency other than the Consumer Protection Division of the Office of the Attorney General,

whether such action or proceeding is related to any issue addressed by the Assurance or otherwise.

30. **Authority:** The corporate signatory hereto is a corporate officer for Albertsons who is authorized to enter into this Assurance and has read the Assurance and agrees to entry of same.

31. **Conflict of Other Law:** To the extent that the provisions of this Assurance conflict with any Texas, local, or federal law or regulation that now exists, or is later enacted or amended, such law or regulation, and not this Assurance, shall apply.

32. **Entire Agreement:** This Assurance sets forth the entire agreement between the Parties. An officer with signature authority represents that Albertsons has fully read and understands this Assurance, accepts the legal consequences involved in signing this Assurance, and that there are no other representations or agreements between the Parties not stated in writing herein.

33. **Modification and Severability:** The Parties agree that this Assurance shall not be modified or terminated except by written agreement signed by the Parties and filed with the Court or voided by the Court for good cause. In the event that any provision of this Assurance is declared void or unlawful, those provisions shall be severed, and the remainder of the Assurance shall remain in full force and effect to the greatest extent possible.

34. **Rescission:** Albertsons may request that this Assurance be modified at any time and may request that this Assurance be rescinded no earlier than five (5) years from its effective date. Such request must be in writing, addressed to the Chief of the Consumer Protection Division, and include a brief statement of the basis for the request. If the State, in its sole discretion, determines that modification or rescission is appropriate, the Parties shall enter into an agreement to rescind or modify this Assurance and file a notice and the agreement with the

Court. The Parties acknowledge that factors bearing on modification or rescission may include but are not limited to: (1) Albertson's full and complete compliance with this Assurance; or (2) changes in the regulatory landscape, such as the promulgation of new state or federal laws or regulations that impact this Assurance.

35. **Assessment of Court Costs:** Albertsons shall bear all court costs.

36. **Effective Date:** The effective date of this Assurance is the date signed by the Court.

APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

Respectfully submitted,

KEN PAXTON
Attorney General

BRENT WEBSTER
First Assistant Attorney General

RALPH MOLINA
Deputy First Assistant Attorney General

AUSTIN KINGHORN
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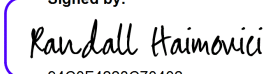
/s/ Amy Pletscher
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Dated: May 15, 2026

ATTORNEYS FOR THE STATE OF TEXAS

RESPONDENT, ALBERTSONS SAFEWAY LLC

Signed by:

94C0F4228C70402...

Randall Haimovici

CERTIFICATE OF SERVICE

I hereby certify that on May 18, 2026 a true and correct copy of the above and forgoing document has been served via electronic service and/or email to the following:

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COUNSEL FOR RESPONDENT

/s/ Kelley Owens
KELLEY OWENS
Assistant Attorney General

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Carlos Fernandez on behalf of Amy Pletscher
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Filing Code Description: Plaintiff's Original Petition (OCA)
Filing Description: Assurance of Voluntary Compliance
Status as of 5/18/2026 10:49 AM CST

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